

AMENDMENT TO THE HOUSING ELEMENT AND FAIR SHARE PLAN

GALLOWAY TOWNSHIP, ATLANTIC COUNTY

Prepared for:



**Township of Galloway
300 E. Jimmie Leeds Road
Galloway, New Jersey 08205**

Adopted after a public hearing by Resolution by the Township of Galloway Planning
Board on _____ by Resolution # _____

Endorsed by Resolution by the Township of Galloway Council
on _____ by Resolution # _____

**AMENDMENT TO THE HOUSING ELEMENT AND
FAIR SHARE PLAN**

GALLOWAY TOWNSHIP, ATLANTIC COUNTY

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COUNCIL MEMBERS

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PREPARED BY:

Jennifer L. Heller, AICP, PP#6486

The original of this document was signed and
sealed in accordance with NJAC 13:41-1.3.b

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INTRODUCTION & PURPOSE

This Amendment to the Housing Element and Fair Share Plan amends the Housing Element and Fair Share Plan adopted by Galloway Township in 2018, as amended by the Amendment to the Housing Element and Fair Share Plan adopted on April 20, 2023 by way of Resolution No. 6A-23. Those portions of the 2018 Housing Element and Fair Share Plan (“2018 HEFSP”) and the 2023 Amendment to the Housing Element and Fair Share Plan (“2023 Amended HEFSP”) that are not amended by the following remain in full force and effect as the policy and implementation document for affordable housing in Galloway Township.

The Township executed a Settlement Agreement with Fair Share Housing Center (hereinafter “FSHC”) on December 12, 2017. The Planning Board then adopted the 2018 HEFSP consistent with that 2017 Settlement Agreement on May 3, 2018. That Settlement Agreement and Housing Plan established the Township’s affordable housing obligation and mechanisms to satisfy the obligation.

The Third Round Midpoint Review, prepared by CME Associates, dated June 30, 2020, and updated October 26, 2021, included new mechanisms for meeting the Township’s obligation. Several of the sites identified in the Midpoint Review Report were determined to no longer have the realistic development potential to satisfy the Township’s obligation before 2025. As a result, the Township executed an amended Settlement Agreement with FSHC dated March 24, 2023 (“2023 Settlement Agreement”).

The 2023 Amended HEFSP was prepared to replace several existing affordable housing plan mechanisms, with several new plan components to address the loss and revisions to the Township’s Third Round affordable housing obligations as detailed herein.

During compliance of the 2023 Amended HEFSP, it was determined that in order to provide a realistic development opportunity for affordable housing, the 2018 HEFSP and 2023 Amended HESFP needed to be revised again. Another amended Settlement Agreement was entered into between the Township and FSHC June 2024 (“2024 Amended Settlement Agreement”). This 2024 Amendment to Galloway Township’s 2023 Amendment to the 2018 HEFSP and 2023 Amended HEFSP has been prepared to be consistent with the 2024 Amended Settlement Agreement.

GALLOWAY TOWNSHIP’S AFFORDABLE HOUSING OBLIGATION

A municipality’s affordable housing obligation is comprised of three components: Rehabilitation Obligation, the Prior Round Obligation, and the Third Round Obligation.

Galloway Township’s total fair share affordable housing obligation is derived as follows:

- The Township has a Rehabilitation obligation of 180 units
- The Township has a Prior Round obligation of 328 units
- The Township has a Third Round obligation of 884 units

Rehabilitation

As explained in the 2023 Amended HEFSP, the Township intends to satisfy its 180-unit Rehabilitation Obligation through continued participation in the Atlantic County Improvement Authority’s program. The Atlantic County Improvement Authority (“ACIA”) has been responsible for administering the rehabilitation program throughout Atlantic County through their “Owner Occupied Housing Rehabilitation Program”.

Prior Round Obligation & Third Round Obligation

As stated in the 2023 Amended HEFSP, the Township has a prior round (1987-1999) affordable housing obligation of 328 units and a prospective need obligation of 884 units for a total obligation of 1,212 units, as per the Settlement Agreement dated December 12, 2017.

Table 1: Township of Galloway Affordable Housing Obligation			
	Total Obligation	Prior Round	Prospective Need
Obligation	1,212	328	884
Less Prior Cycle Credits	60	60	0
Total Obligation	1,152	268	884
Rental Minimum – 25%	288	67	221
Age-Restricted Maximum – 25%	288	67	221
Maximum Rental Bonus – 25%	288	67	221

MEETING THE OBLIGATION

Galloway Township’s 2023 Amended HEFSP details several mechanisms for meeting the Third Round Obligation.

Affordable Housing Unit Crediting

The following table illustrates the Prior Round Obligation from the 2023 Amended HEFSP:

Table 2: Prior Round Obligation (2023 Amended HEFSP)						
Prior Round – 328 Units	Special Needs	Family	Senior	Units	Bonus Credits	Total Credits
Credits without Controls (Prior Cycle)				60		60
ARC of Atlantic County – 371 Odessa Avenue	3			3	3	6
Bayview Cottage 3	3			3	3	6
Hansen House – Men	10			10	10	20
Habitat for Humanity				5		5
Aloe Village			68	68		68
Mary's Manor – 122 S. Odessa Avenue			4	4		4
Countryside Meadows/Presbyterian Homes (partial)			10	10		10
Society Hill Galloway / Wrangleboro Estates (partial)				40		40
Wrangleboro Road 100% Affordable (partial)		41		41	41	41
Nantucket (Smithville PUD)		7		7		7
Seashore Elder Living – Supportive Needs	10			10	10	20
Total	26	48	82	261	67	328

The following table summarizes the Township's Third Round plan from the 2023 Amended HEFSP:

Table 3: Third Round Obligation (2023 Amendment to HEFSP)						
Third Round – 884 Units	Special Needs	Family	Senior	Units	Bonus Credits	Total Credits
ARC of Atlantic County – 527 Tenth Avenue	4			4	4	8
ARC of Atlantic County II – 527A Tenth Avenue	4			4	4	8
ARC of Atlantic County III – 529 Tenth Avenue	4			4	4	8
ARC of Atlantic County – 527 Forest Brook	3			3	3	6
Career Opportunity Development Inc. I	3			3	3	6
Career Opportunity Development Inc. II	5			5	5	10
Caring, Inc. I – Block 1164, Lot 37.06	4			4	4	8
Caring, Inc. II	4			4	4	8
Caring, Inc. III – Block 979, Lot 7	4			4	4	8
Caring, Inc. IV – Block 997.02, Lot 19.02	6			6	6	12
Caring, Inc. – 611A Sixth Avenue	5			5	5	10
Collaborative Support Programs	3			3	3	6
Community Options, Inc.	3			3	3	6
Development Resource Center	4			4	4	8
Hansen House Women	10			10	10	20
BANR Supportive needs (Formerly Bayview Cottage II)	7			7		7
BANR Mixed Use		6		6		6
Society Hill Galloway / Wrangleboro Estates (partial)		17		17		17

CIS Heron Pines / Heritage Village			99	99		99
Seashore Gardens Independent Living			46	46		46
Countryside Meadows/Presbyterian Homes			74	74		74
Aloe Village			1	1		1
Habitat for Humanity Homes – Holly Avenue		2		2		2
Wrangleboro Road 100% Affordable (partial)		157		157	148	305
Nantucket (Smithville PUD)		23		23		23
Trocki Mixed use		14		14		14
Pinelands Inclusionary Zoning		169		169		169
Society Hill – Market to Rental		7		7	7	14
Total	73	395	220	668	221	909

AMENDMENTS TO THE HOUSING ELEMENT AND FAIR SHARE PLAN

Since the adoption of Galloway Township's 2023 Amended HEFSP and its Amended Third Round Settlement Agreement in 2023, several modifications have occurred that warrant an amended Settlement Agreement with the Fair Share Housing Center and an amendment to the Township's HEFSP. These modifications are detailed in a June 2024 Amended Settlement Agreement.

There are no changes to the Township's total obligation. The updated credit tables (Tables 4 & 5) below reflect the redistribution of credits and bonus credits after a review of the 2023 Amended HEFSP and are set forth in the 2024 Amended Settlement Agreement.

The tables included in the Township's 2023 Amended HEFSP are hereby amended in accordance with the Township's amendment set forth in the 2024 Amended Settlement Agreement. This amendment to the 2018 HEFSP and 2023 Amended HEFSP reflects the removal of the following mechanisms which were included in the amended Settlement Agreement dated March 24, 2023 and the 2023 Amended HEFSP:

- Galloway Manor / Trocki Redevelopment site – With no current approvals for development, it is not appropriate to include this project as a mechanism to satisfy the Township's Third Round Obligation. The project was anticipated to yield 14 affordable units. The Township is currently in the process of negotiating a Redevelopment Agreement with the property owner and will revise the Redevelopment Plan. This is not expected to be finalized or constructed in the required time frame for inclusion in the Third Round Obligation.
- BANR Redevelopment (Supportive Needs & Mixed Use) – With no current approvals for development, it is not appropriate to include this project as a mechanism to satisfy the Township's Third Round Obligation. The project was anticipated to yield 13 affordable units. The Township is currently in the process of negotiating a Redevelopment Agreement with the property owner and will revise the Redevelopment Plan. This is not expected to be finalized or constructed in the required time frame for inclusion in the Third Round Obligation.
- Habitat for Humanity – With no current approvals or timeline for development, it is not appropriate to include this project as a mechanism to satisfy the Township's Third Round Obligation. The project was anticipated to yield 2 affordable units. This is not expected to be constructed in the required time frame for inclusion in the Third Round Obligation.

This 2024 amendment to the 2018 HEFSP and 2023 Amended HEFSP also reflects the inclusion of several mechanisms which were previously included in the 2018 HEFSP, but which has been removed because licensing information was previously unavailable. Since that time, licensing information has been located and it is appropriate to include these mechanisms once again:

- Bayview Cottage I (615 S. New York Road) – Bayview Cottage I was licensed for a minimum period of 10 years. The Township’s original HEFSP indicated that all three Bayview Cottages were originally licensed in 1998 and the deed restrictions were put in place in 2004. This project has 7 units. See Appendix B for licensing information and deed restrictions.
- Bayview Cottage II (613 S. New York Road) was licensed and operated for the full ten years before it closed. Bayview Cottage II was licensed from 2004 to 2016 and in 2017, the DCA revoked its license for non-compliance. The historical data in the original HEFSP indicates that Bayview Cottage II was also licensed since 1998. This project has 7 units. See Appendix B for licensing information and deed restrictions.

This 2024 amendment to the 2018 HEFSP and 2023 Amended HEFSP also reflects the inclusion of one mechanism which received a Certificate of Occupancy in 2022 and for which an affordable housing deed restriction was imposed in December 2021:

- Mary’s Family (aka Mary’s Manor, 122 S. Odessa Avenue) – This mechanism is being included in the Third Round Obligation. The deed restriction for the project is included in the Appendix and the project’s attorney confirmed that this project is not senior restricted. This project has 4 units.

There are no changes to the Township's total obligation. Below are the tables (Table 4 and Table 5) which will supersede and replace the Prior Round Obligation and Third Round Obligation tables included in the 2023 Amended HEFSP.

Table 4: Prior Round Obligation (2024 Amendment to HEFSP)						
Prior Round – 328 Units	Special Needs	Family	Senior	Units	Bonus Credits	Total Credits
Credits without Controls (Prior Cycle)				60		60
ARC of Atlantic County – 371 Odessa Avenue	3			3	3	6
Bayview Cottage 3	3			3	3	6
Hansen House – Men	10			10	10	20
Habitat for Humanity				5		5
Aloe Village			67	67		67
Society Hill Galloway / Wrangleboro Estates (partial)				40		40
Wrangleboro Road 100% Affordable (partial)		41		41	41	82
Nantucket (Smithville PUD)		22		22		22
Seashore Elder Living – Supportive Needs	10			10	10	20
Total	26	63	67	261	67	328

Table 5: Third Round Obligation (2024 Amendment to HEFSP)						
Third Round – 884 Units	Special Needs	Family	Senior	Units	Bonus Credits	Total Credits
ARC of Atlantic County – 527 Tenth Avenue	4			4	4	8
ARC of Atlantic County II – 527A Tenth Avenue	4			4	4	8
ARC of Atlantic County III – 529 Tenth Avenue	4			4	4	8
ARC of Atlantic County – 527 Forest Brook	3			3		3
Career Opportunity Development Inc. I	3			3	3	6
Career Opportunity Development Inc. II	5			5	5	10
Caring, Inc. I – Block 1164, Lot 37.06	4			4	4	8
Caring, Inc. II – Block 939, Lot 13	4			4	4	8
Caring, Inc. III – Block 979, Lot 7	4			4	4	8
Caring, Inc. IV – Block 997.02, Lot 19.02	6			6	6	12
Caring, Inc. – Block 941, Lot 26.03	5			5		5
Collaborative Support Programs	3			3	3	6
Community Options, Inc.	3			3	3	6
Development Resource Center	4			4	4	8
Hansen House Women	10			10	10	20
Bayview Cottage II (613 S. New York Road)	7			7		7
Bayview Cottage I (615 S. New York Road)	7			7		7
Society Hill Galloway / Wrangleboro Estates (partial)		17		17		17
CIS Heron Pines / Heritage Village			99	99		99

Seashore Gardens Independent Living			46	46		46
Countryside Meadows/Presbyterian Homes			76	76		76
Mary's Family	4			4		4
Wrangleboro Road 100% Affordable (partial)		157		157	156	313
Nantucket (Smithville PUD)		8		8		8
Pinelands Inclusionary Zoning		169		169		169
Society Hill – Market to Rental		7		7	7	14
Total	84	358	221	663	221	884

The above referenced amendments are hereby incorporated into Galloway Township's Housing Element and Fair Share Plan and shall replace the plan mechanisms contained in the Township's 2023 Amended HEFSP.

CONCLUSION

This report is an amendment to Galloway Township's 2023 Amendment to the Housing Element and Fair Share Plan.

No other revisions to Galloway Township's 2023 Amended Housing Element and Fair Share Plan are proposed at this time.

The Township anticipates Court approval of its second amendment of its Settlement Agreement with Fair Share Housing Center at a future compliance hearing.

Appendix A – Settlement Agreement

Appendix B – Licensing and Deed Restrictions

**MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS
DEED RESTRICTION**

To State Regulated Multi-Family Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 22nd day of December, 2004, by and between the Township of Galloway (a Municipal Corporation), the "Administrative Agent" and Mr. Frank E. & Mrs. Joan A Jones having an office at 432 Nectar Avenue in Galloway, New Jersey, the owners of a residential low-or moderate-income rental project subsidized by the Township of Galloway.

WITNESSETH

Article 1. Consideration

In consideration of the subsidies as explained in the attached Schedule A to be received, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Galloway, County of Atlantic, State of New Jersey, and described more specifically as Block No. 1007.03 Lot No. 39, and known by the street address:

615 S. New York Road
Galloway, NJ. 08205 *Book 3649 Page 48*

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for 30 years commencing on the date of filing on this deed restriction herein and expire as determined under the Uniform Controls, as defined below.

*Attest: Mr & Mrs Frank Jones
432 Nectar Ave
Galloway, NJ 08205*

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, which approval shall not be unreasonably withheld.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and the Administrative Agent must approve any improvements to the Property in advance and in writing.
- D. The Owner shall notify the Administrative Agent and the Council on Affordable Housing of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Council on Affordable Housing within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the State and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the State shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said

Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

[THE ADMINISTRATIVE AGENT]

BY:

Jill A. Goughen
Jill A. Goughen, Township Manager
(Galloway Township, a Municipal Corporation)

[THE OWNERS]

BY

Frank E. Jones
Frank E. Jones

BY

Joan A. Jones
Joan A. Jones
(Owners of 615 S. New York Road)
(Block 1007.03 Lot 39)

APPROVED BY
THE STATE OF NEW JERSEY

BY

Diane L. Grams

ACKNOWLEDGEMENTS

On this the 22nd day of December, 20 04 before me came Frank E. & Joan A. Jones, to me known and known to me to be the owners of 615 S. New York Road who states that (s) he has so executed the foregoing Agreement for the purposes stated therein.

Diane L. Grams
NOTARY PUBLIC

DIANE L. GRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 2006

On this the 22 day of December, 20 04 before me came Jill A. Goughen known and known to me to be Township Manager of Galloway Township the municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

Diane L. Grams
NOTARY PUBLIC

DIANE L. GRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 2006

SCHEDULE A

Property Address	Current Assess Value on Property	30% Reduction	Total Multiplied By The Current Tax Rate of 3.086
609 S. New York Road	\$60,400.00	18,120	\$559.18
613 S. New York Road	\$104,800.00	31,440	\$970.24
615 S. New York Road	\$79,700.00	23,910	\$737.86
Total	\$244,900.00	73,470 X 3.086=	\$2,267.28

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OPERATE

ISSUED TO: RICHARD SAVAGE

LICENSE CAPACITY: 15

LICENSE ISSUED: February 20, 2008



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE March 31, 2009

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN

ISSUED TO: JOAN JONES

LICENSE CAPACITY: 15

LICENSE ISSUED: January 16, 2008



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE October 31, 2008

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN

ISSUED TO: JOAN JONES

LICENSE CAPACITY: 15

LICENSE ISSUED: December 27, 2006



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE October 31, 2007

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OPERATE

ISSUED TO: RICHARD SAVAGE

LICENSE CAPACITY: 15

LICENSE ISSUED: December 27, 2006



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE March 31, 2007

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: JOAN JONES

LICENSE CAPACITY: 15

LICENSE ISSUED: April 25, 2016



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP. NJ

FACILITY #: 0111-0009

EXPIRATION DATE October 30, 2016

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

A handwritten signature in cursive script, reading "Bernard Raywood".

Bernard Raywood
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS**

LICENSE TO OPERATE

ISSUED TO: RONALD NEFFERDORF JR

LICENSE CAPACITY: 15

LICENSE ISSUED: April 27, 2016



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE January 31, 2017

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

A handwritten signature in blue ink that reads "Bernard Raywood".

Bernard Raywood
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OPERATE

ISSUED TO: SUSAN RUGGERI

LICENSE CAPACITY: 15

LICENSE ISSUED: February 24, 2014



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE January 31, 2015

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN

ISSUED TO: JOAN JONES

LICENSE CAPACITY: 15

LICENSE ISSUED: November 18, 2013



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE October 31, 2014

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN

ISSUED TO: JOAN JONES

LICENSE CAPACITY: 15

LICENSE ISSUED: February 14, 2013



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE October 31, 2013

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OPERATE

ISSUED TO: SUSAN RUGGERI

LICENSE CAPACITY: 15

LICENSE ISSUED: February 14, 2013



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE January 31, 2014

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OPERATE

ISSUED TO: SUSAN RUGGERI

LICENSE CAPACITY: 15

LICENSE ISSUED: February 21, 2012



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE January 31, 2013

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: JOAN JONES

LICENSE CAPACITY: 15

LICENSE ISSUED: November 15, 2011



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE October 31, 2012

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OPERATE

ISSUED TO: SUSAN RUGGERI

LICENSE CAPACITY: 15

LICENSE ISSUED: August 22, 2011



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE January 31, 2012

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: JOAN JONES

LICENSE CAPACITY: 15

LICENSE ISSUED: October 26, 2010



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE: October 31, 2011

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

JOAN JONES
613 S NEW YORK RD
GALLOWAY TWP, NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OPERATE

ISSUED TO: SUSAN RUGGERI

LICENSE CAPACITY: 15

LICENSE ISSUED: December 8, 2009



FACILITY TYPE:
Class C Boarding House

FACILITY ADDRESS:
615 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0009

EXPIRATION DATE: January 31, 2010

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

Erin Simone

From: Raywood, Bernard [DCA] <Bernard.Raywood@dca.nj.gov>
Sent: Wednesday, March 6, 2024 4:45 PM
To: Erin Simone
Cc: Jennifer Heller; Nichols, Tara [DCA]
Subject: RE: Licensing Information for 613 S. New York Road, Galloway Control No 0111-0012
Attachments: 615 S. New York Ave, Galloway Control No 0111-0009.pdf

You don't often get email from bernard.raywood@dca.nj.gov. [Learn why this is important](#)

Ms. Simone,

Attached are license from 2007-2009. Anything prior to 2007 were stored in a file that has been destroyed.

Bernard A. Raywood, Chief
New Jersey Department of Community Affairs
Bureau of Rooming and Boarding House Standards
101 S. Broad St. - P.O. Box 804
Trenton, New Jersey 08625-0804
(609) 984-1704 Office
(609) 913-4129 Direct
(609) 341-3187 Facsimile



From: Erin Simone <esimone@maleygivens.com>
Sent: Wednesday, March 6, 2024 11:41 AM
To: Raywood, Bernard [DCA] <Bernard.Raywood@dca.nj.gov>
Cc: Jennifer Heller <jheller@gtmj.org>; Nichols, Tara [DCA] <Tara.Nichols@dca.nj.gov>
Subject: [EXTERNAL] RE: Licensing Information for 613 S. New York Road, Galloway Control No 0111-0012

Mr. Raywood,

Thank you so much. I am looking for those earlier records as well. I appreciate your assistance in this matter.

Thank you.

Erin E. Simone, Esq.
MALEY GIVENS
1150 Haddon Avenue
Suite 210
Collingswood, New Jersey 08108
P: 856-854-1515

F: 856-858-2944

www.maleygivens.com

Confidentiality Notice: This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it from your computer. Thank you.

From: Raywood, Bernard [DCA] <Bernard.Raywood@dca.nj.gov>

Sent: Wednesday, March 6, 2024 11:39 AM

To: Erin Simone <esimone@maleygivens.com>

Cc: Jennifer Heller <jheller@gtmj.org>; Nichols, Tara [DCA] <Tara.Nichols@dca.nj.gov>

Subject: RE: Licensing Information for 613 S. New York Road, Galloway Control No 0111-0012

You don't often get email from bernard.raywood@dca.nj.gov. [Learn why this is important](#)

Ms. Simone,

The Bureau issued a License to Own/Operate a Class C Boarding Home to Bayview Cottage and Joan Jones for the property located at 615 S. New York Ave, Galloway Twp. NJ Control No 0111-0009. The Bureau closed this property and relocated the residents on 1/8/18.

Attached are copies of the licenses from 2010-2016. Due to their noncompliance the Bureau did not issue a license in 2017. As before copies of licenses for 2004-2009 are located in a file that is stored off site. I presume as before you want copies of these licenses as well. We will retrieve the file from the offsite facility and forward the requested copies to you when available.

Bernard A. Raywood, Chief
New Jersey Department of Community Affairs
Bureau of Rooming and Boarding House Standards
101 S. Broad St. - P.O. Box 804
Trenton, New Jersey 08625-0804
(609) 984-1704 Office
(609) 913-4129 Direct
(609) 341-3187 Facsimile



From: Erin Simone <esimone@maleygivens.com>

Sent: Wednesday, March 6, 2024 11:07 AM

To: Raywood, Bernard [DCA] <Bernard.Raywood@dca.nj.gov>

Cc: Jennifer Heller <jheller@gtmj.org>; Nichols, Tara [DCA] <Tara.Nichols@dca.nj.gov>

Subject: [EXTERNAL] RE: Licensing Information for 613 S. New York Road, Galloway Control No 0111-0012

Mr. Raywood,

I am trying to find out if property located at 615 S. New York Road, Galloway Township was also licensed. Can you please provide me with a copy of any licenses that may have been issued to a facility at 615 S. New York Road between 2004 and 2017?

Thank you.

Erin E. Simone, Esq.
MALEY GIVENS
1150 Haddon Avenue
Suite 210
Collingswood, New Jersey 08108
P: 856-854-1515
F: 856-858-2944
www.maleygivens.com

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From: Raywood, Bernard [DCA] <Bernard.Raywood@dca.nj.gov>
Sent: Wednesday, February 14, 2024 2:55 PM
To: Erin Simone <esimone@maleygivens.com>
Cc: Jennifer Heller <jheller@gtmj.org>; Nichols, Tara [DCA] <Tara.Nichols@dca.nj.gov>
Subject: RE: Licensing Information for 613 S. New York Road, Galloway Control No 0111-0012

Ms. Simone,

Attached are copies of the License to Own from 2009 through 2004 you requested.

Bernard A. Raywood, Chief
New Jersey Department of Community Affairs
Bureau of Rooming and Boarding House Standards
101 S. Broad St. - P.O. Box 804
Trenton, New Jersey 08625-0804
(609) 984-1704 Office
(609) 913-4129 Direct
(609) 341-3187 Facsimile





ATLANTIC COUNTY, NJ
MICHAEL J GARVIN, COUNTY CLERK
RCPT # 12014 RECD BY yvette
REC FEE 60.00 CONSID 0.00
RTF 0.00 VOL 11904
RECD 12/22/2004 10:42:00 AM
INST # 2004122168

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS DEED RESTRICTION

To State Regulated Multi-Family Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 22nd day of December, 2004, by and between the Township of Galloway (a Municipal Corporation), the "Administrative Agent" and Mr. Frank E. & Mrs. Joan A Jones having an office at 432 Nectar Avenue in Galloway, New Jersey, the owners of a residential low-or moderate-income rental project subsidized by the Township of Galloway.

WITNESSETH

Article 1. Consideration

In consideration of the subsidies as explained in the attached Schedule A to be received, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Galloway, County of Atlantic, State of New Jersey, and described more specifically as Block No. 1007.03 Lot No. 38, and known by the street address:

613 S. New York Road
Galloway, NJ. 08205

Book 4297 Page 119

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for 30 years commencing on the date of filing on this deed restriction herein and expire as determined under the Uniform Controls, as defined below.

*RR. Mrs. Frank Jones
432 Nectar Ave
Galloway, NJ 08205*

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, which approval shall not be unreasonably withheld.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and the Administrative Agent must approve any improvements to the Property in advance and in writing.
- D. The Owner shall notify the Administrative Agent and the Council on Affordable Housing of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Council on Affordable Housing within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the State and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the State shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said

Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

[THE ADMINISTRATIVE AGENT]

BY: Jill A. Gougher
Jill A. Gougher, Township Manager
(Galloway Township, a Municipal Corporation)

[THE OWNERS]

BY: Frank E. Jones
Frank E. Jones

BY: Joan A. Jones
Joan A. Jones
(Owners of 613 S. New York Road)
(Block 1007.03 Lot 38)

APPROVED BY
THE STATE OF NEW JERSEY

BY: Diane L. Grams

ACKNOWLEDGEMENTS

On this the 22nd day of December, 2004 before me came Frank E. & Joan A. Jones, to me known and known to me to be the owners of 613 S. New York Road who states that (s) he has so executed the foregoing Agreement for the purposes stated therein.

Diane L. Grams
NOTARY PUBLIC

DIANE L. GRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 2006

On this the 22nd day of December, 2004 before me came Jill A. Gougher known and known to me to be Township Manager of Galloway Township the municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

Diane L. Grams
NOTARY PUBLIC

DIANE L. GRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 2006

SCHEDULE A

Property Address	Current Assess Value on Property	30% Reduction	Total Multiplied By The Current Tax Rate of 3.086
609 S. New York Road	\$60,400.00	18,120	\$559.18
613 S. New York Road	\$104,800.00	31,440	\$970.24
615 S. New York Road	\$79,700.00	23,910	\$737.86
Total	\$244,900.00	73,470 X 3.086 =	\$2,267.28

COPY

BAYVIEW COTTAGE
613 S. NEW YORK ROAD
GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: February 17, 2009



FACILITY TYPE:
RHCF

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0012

EXPIRATION DATE: October 31, 2009

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

BAYVIEW COTTAGE
613 S. NEW YORK ROAD
GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: December 21, 2007



FACILITY TYPE:
RHCF

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0012

EXPIRATION DATE October 31, 2008

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

BAYVIEW COTTAGE
613 S. NEW YORK ROAD
GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: December 21, 2006



FACILITY TYPE:
RHC

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0012

EXPIRATION DATE October 31, 2007

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

BAYVIEW COTTAGE
613 S. NEW YORK ROAD
GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: August 31, 2006



FACILITY TYPE:
RHCf

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP. NJ

FACILITY #: 0111-0012

EXPIRATION DATE October 31, 2006

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF LONG TERM CARE SYSTEMS

Present, pursuant to N.J.S.A. 26:2H-1 et seq.

this

LICENSE

to

BAYVIEW COTTAGE

which is hereby licensed to operate

BAYVIEW COTTAGE

613 S. NEW YORK ROAD

GALLOWAY TOWNSHIP, NEW JERSEY 08205

a(n):

RESIDENTIAL HEALTH CARE FACILITY

Consisting of:

Residential Health Care Beds 11

FACILITY #: 030125

EFFECTIVE: November 1, 2004

EXPIRES: October 31, 2005



Clifton R. Lacy, M.D.

Clifton R. Lacy, M.D.

Commissioner

MUST BE POSTED IN A CONSPICUOUS PLACE IN THE FACILITY

THIS LICENSE IS NOT TRANSFERABLE, APPLIES ONLY TO THE ABOVE LOCATION, AND TERMINATES ON NOTICE BY THE DEPARTMENT

0111-0012

COPY

BAYVIEW COTTAGE
613 S. NEW YORK ROAD
GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: October 20, 2015



FACILITY TYPE:
RHCF

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP. NJ

FACILITY #: 0111-0012

EXPIRATION DATE October 31, 2016

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

A handwritten signature in cursive script, reading "Bernard Raywood".

Bernard Raywood
Bureau of Rooming and Boarding House Standards

COPY

BAYVIEW COTTAGE
613 S. NEW YORK ROAD
GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: April 28, 2014



FACILITY TYPE:
RHCF

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0012

EXPIRATION DATE October 31, 2014

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

BAYVIEW COTTAGE
613 S. NEW YORK ROAD
GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: March 5, 2013



FACILITY TYPE:
RHCF

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0012

EXPIRATION DATE October 31, 2013

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

Michael Briant

Michael Briant
Bureau of Rooming and Boarding House Standards

COPY

BAYVIEW COTTAGE
613 S. NEW YORK ROAD
GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: May 3, 2011



FACILITY TYPE:
RHCF

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0012

EXPIRATION DATE: October 31, 2011

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

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GALLOWAY TWP., NJ 08205-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: BAYVIEW COTTAGE

LICENSE CAPACITY: 11

LICENSE ISSUED: November 12, 2009



FACILITY TYPE:
RHCF

FACILITY ADDRESS:
613 S NEW YORK RD
GALLOWAY TWP, NJ

FACILITY #: 0111-0012

EXPIRATION DATE: October 31, 2010

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

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Atlantic County Document Summary Sheet

ATLANTIC COUNTY CLERK
5901 MAIN ST
MAYS LANDING, NJ 08330

Return Name and Address

SURETY TITLE COMPANY LLC
11 EVES DR
STE 150
MARLTON, NJ 08053



INST # 2022003698
RECORDED 01/28/2022 VOL 15165
RCPT # 1643749 RECD BY JO (24 PGS)
JOSEPH J. GIRALDO, COUNTY CLERK
ATLANTIC COUNTY, NJ

Official Use Only

Submitting Company

Surety Title Company, LLC

Document Date (mm/dd/yyyy)

12/08/2021

Document Type

FINANCING, DEED RESTRICTION & REGULATORY AGREEMENT ☒

No. of Pages of the Original Signed Document (Including the cover sheet)

24

Consideration Amount (If applicable)

First Party

(Grantor or Mortgagor or
Assignor)
(Enter up to five names)

Name(s)

(Last Name, First Name Middle Initial, Suffix)
(or Company Name as written)

New Jersey Housing and Mortgage Finance Age

Address (Optional)

637 S. Clinton Avenue
Trenton, NJ 08611

Second Party

(Grantee or Mortgagee or
Assignee)
(Enter up to five names)

Name(s)

(Last Name, First Name Middle Initial, Suffix)
(or Company Name as written)

Mary's Family Service, LLC

Address (Optional)

770 Woodlane Road, Suite 23
Westampton, NJ 08060

Parcel Information

(Enter up to three entries)

Municipality

Galloway Twp. ☒

Block

476

Lot

11

Qualifier

Property Address

122 S. Odessa Avenue
Egg Harbor City, NJ 0821

Reference Information

(Enter up to three entries)

Book Type

Book

Beginning Page

Instrument No.

Recorded/File Date

DO NOT REMOVE THIS PAGE

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF ATLANTIC COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

RECORD & RETURN TO:
Tessa Young, Paralegal
Division of Loan Closings
New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

125507CD-01

South Odessa Supportive Housing
HMFA #03441

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

Between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

And

MARY'S FAMILY SERVICE, LLC.

Prepared by:

Special Needs Housing Subsidy Loan Program
First Mortgage Loan
Construction and Permanent Financing



Vladimir Palma
Deputy Attorney General

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), made and entered into as of this 8th day of December, 2021, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey (the "State") and **MARY'S FAMILY SERVICE, LLC.**, ("Owner" or "Borrower"), a corporation organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

W I T N E S S E T H

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation. The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq., and the regulations promulgated thereunder.

"Agency Financing" means the First Mortgage Loan.

"Agency Regulations" means the regulations promulgated by the Agency pursuant to the Act and any policies, procedures or guidelines issued by the Agency with respect to the housing projects financed by the Agency under the Act, all of the foregoing as they may be amended from time to time, if applicable.

"Architect's Contract" means the agreement between the Owner and Appel Design Group, P.A. Architects dated May 1, 2020, or any other agreement executed by the Owner and approved by the Agency, for the design and construction oversight of the Project in accordance with the plans and specifications for the Project approved by the Agency, if applicable.

"Assignment of Leases" means the Assignment of Leases by and between the Owner and Lender of even date herewith.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Contract" means the agreement between the Owner and Mobility Consulting and Contracting Co., Inc. dated November 1, 2020, or any other agreement executed by the Owner and approved by the Agency, for the construction of the Project in accordance with the plans and specifications for the Project approved by the Agency.

"Construction Period" means the period of time as required to substantially complete the construction of the Project. The Project Construction Period is estimated to be 12 months from the date of execution of this Agreement.

"Day" or **"Days,"** whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

"DDD" means the New Jersey Department of Human Services, Division of Developmental Disabilities, or its successors and assigns, if applicable.

"DMHS" means the New Jersey Department of Human Services, Division of Mental Health Services, or its successors or assigns, if applicable.

"Environmental Laws" shall mean and include any federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Sections 1801 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sections 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11 et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called "Superfund" or "Superlien" laws, or any other federal, State or local environmental law, ordinance, code, rule, or regulation, order or decree as any of the foregoing have been, or are hereafter amended.

"Environmental Report" means the Phase I Environmental Site Assessment prepared by Hera Environmental dated August 24, 2020.

"Event of Default" means any of the events set forth in Section 31 of this Agreement.

"Hazardous Materials" shall mean and include those elements, materials, compounds, mixtures or substances that are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or that are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

"HUD" means the United States Department of Housing and Urban Development.

"Improvements" means the building together with all fixtures and utility improvements, easements and rights of way that are owned by the Owner and located on the Land.

"IRS Regulations" means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

"Land" means the real property described in Exhibit A attached hereto, on which the Project is located.

"Loan Documents" means and includes this Agreement, the Mortgage Note, the Mortgage and Security Agreement the UCC-1 Financing Statement, and Assignment of Leases.

"Loan" means the Mortgage Loan.

"Low Income" means a gross annual household income equal to 50% or less of the median gross annual household income for the same size within the relevant housing region.

"Mortgage" means the mortgage of even date herewith that constitutes a first lien on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the Mortgage Loan.

"Mortgage Loan" means the loan made to the Owner by the Agency to finance a portion of the cost of the development and/or rehabilitation of the Project that will be located on the real property described in Exhibit A attached hereto, as evidenced by the Mortgage Note and secured by the Mortgage.

"Mortgage Note" or "Note" means the interest bearing non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the Mortgage Loan.

"Permitted Encumbrances" means any

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;

(ii) Liens that are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;

(iii) Liens subordinate to the Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

(iv) Any other encumbrances approved by the Agency in writing.

"Plans" means all construction, architectural and design contracts and all architectural design plans and specifications.

"Program" means the Special Needs Housing Trust Fund pursuant to the Special Needs Housing Trust Fund Act, P.L. 2005, c.163.

"Program Guidelines" means the guidelines promulgated by the Agency pursuant to the Program and any policies or procedures issued by the Agency with respect to the housing projects financed by the Agency, all of the foregoing as they may be amended from time to time.

"Project" means the Improvements located on the Land that together with the Land is financed, in part, with the proceeds of the Loan.

"Project Construction Period" means the period of time required to substantially complete construction of the Project. The Project Construction Period is estimated to be 12 months from the date of execution of this Agreement.

"Regulations" means the regulations promulgated or proposed by the United States Department of Housing and Urban Development.

"Repair and Replacement Reserve" means the escrow account established pursuant to Section 19 of this Agreement.

"Special Needs Project Escrow" means the escrow account established pursuant to Section 21 of this Agreement.

"State" means the State of New Jersey.

"Tax Credits" means low income housing tax credits that the Project may receive pursuant to the Code.

"UCC-1" means the UCC-1 Financing Statement(s) of even date herewith.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

Section 2. Background and Purpose. The Owner owns the Land, and will construct, and operate a 1 unit, four-bedrooms ranch-style house. Project to be located on the Land. The Project will carry a construction and permanent loan of **FOUR HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED THIRTY FOUR and 00/100 Dollars (\$468,134.00)** at an interest rate of zero

percent (0%) during the construction period of 12 months and one percent (1%) interest rate, per annum, during the permanent mortgage term of **thirty (30)** years. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing pursuant to the provisions of the Program. The Agency will hold a first mortgage lien on the Project during the term of the Mortgage Loan. Financing for the Project is derived in part from the Agency's Program funds, and, in addition to the First Mortgage Loan, the Owner has obtained and the Agency has approved funding for the Project as follows:

- (a) The borrower is receiving fire suppression system from the DDD Sprinkler System Subsidy in the amount of \$35,000.00, and;
- (b) The Owner will make an equity investment in the Project pursuant to Section 47 of this Agreement in the aggregate amount of \$126,027.

In connection with the Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, plans and specifications for the construction of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once constructed and placed in operation and arrangements for any tax abatement for the Project.

Section 3. Residential Rental Property. The Owner hereby represents, covenants, warrants and agrees that:

(a) The proposed project is located in the Township of Galloway in the County of Atlantic, in a residential neighborhood. The project involves the new construction of a 2,247 square foot structure that will include 1 unit, 4 bedrooms 2 bathrooms ranch-style house.

(b) The Project is to be utilized at all times in accordance with the types of use as permitted by the Act and the Program and as may be approved by the Agency. The Project shall be subject to use and occupancy and/or lease agreements between the Owner and the residents.

Section 4. Low Income Tenants. The Owner hereby represents, warrants and covenants that of the units shall be occupied or available for occupancy by Low Income Tenants for a period of thirty (30) years from the date hereof.

Section 5. Additional Representations, Covenants and Warranties of the Owner. The Owner represents, warrants and covenants that:

(a) The Owner (i) is a limited liability company, duly organized, validly existing and in good standing under the laws of the State and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Formation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now

contemplated), and to borrow the proceeds of the Loans; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

(b) All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

(c) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(d) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner, (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument to which the Owner is a party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

(e) The Owner will, at the time of execution of this Agreement or at the time of the closing of the Loan and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project; have good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

(f) There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(g) To the best of the Owner's knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality and will proceed with due diligence to rehabilitate the Project pursuant to the Architectural Contract.

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and operation of the Project in accordance with the plans and specifications and the Architectural Contract, and shall obtain in a timely manner any and all required extensions of governmental approvals, including, but not limited to, site plan approval. The Owner will continue to retain ownership of the Project and Land during the term of the Mortgage, subject to the terms of this Agreement and the other Loan Documents, the Act, Agency Regulations, the Program, the Program Guidelines, and, if applicable, the Code.

(h) The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

(i) To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

(j) The information contained in the Project description provided in the applications for the Loan is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(k) Except for Leases contemplated by the Project and Section 17 of this Agreement, the Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the Mortgage, this Agreement, the Act and the Agency Regulations promulgated pursuant to the Act, and the Program Guidelines and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

(l) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the Mortgage, and in any event, the requirements of this Agreement and the Mortgage are paramount and controlling as to the rights and obligations herein and in the Mortgage and such requirements shall supersede any other requirements in conflict herewith and therewith.

(m) All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

(n) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement.

(o) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

(p) As of the date of this Agreement, the Architectural Contract is in full force and effect and no default has occurred thereunder, and a true copy of the entire Architectural Contract with all modifications and addenda to date has been filed with the Agency.

Section 6. Covenants to Run With the Land. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in Section

5 hereof, shall pass to and be binding upon the Owner's assigns and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Land or Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

Section 7. Term. This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency in respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the Mortgage Note and the other Loan Documents.

Section 8. Construction of Project. The Owner covenants and agrees to comply with all the provisions of the Architectural Contract and/or Construction Contract, as applicable. The Owner covenants and agrees diligently to pursue the construction or rehabilitation of the Project to completion in accordance with the plans and specifications set forth in the Owner's application for the Loan and the Architectural Contract and as approved by the Agency.

The Owner shall not approve or allow to occur any material change in the scope of plans and specifications for the Project without the express approval of the Agency. Construction shall at all times be subject to the discretionary inspection, discretionary review, regulation and approval of the Agency and its duly authorized representatives. Any such inspection, regulation, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Project are being fulfilled.

The Owner shall not knowingly do any act which would cause the release, in whole or in part, of the surety bond or bonds issued in connection with the Architectural Contract or Construction Contract, as applicable, including, without limitation, deviation from the payment schedule, waiver of any material requirements imposed on the architect or any contractor or subcontractor under the Architectural Contract or Construction Contract, as applicable, or consent to any major change in the in the scope of plans and specifications or scope of the work, unless such act would not cause any release because the surety has consented thereto.

Section 9. Funding and Conditions Precedent to Advance.

A. Funding of Construction:

Upon and subject to the terms and conditions of this Agreement, the Mortgage and Mortgage Note, the Agency agrees to advance and disburse the principal sum of as follows:

The balance of the Principal Sum of **\$468,134.00** remaining after disbursement of acquisition costs shall be made only after the Agency has received and approved, subject to its sole discretion, all items required for closing on the Agency Document Checklist for Construction and Permanent Financing.

B. Conditions Precedent to Advance:

The Agency's obligations to make the other disbursement under the Mortgage shall be subject to the satisfaction of the following conditions precedent, any of which may be waived in whole or part by the Agency.

1. Each of the Owner's covenants, agreements, representations and warranties contained in this Agreement shall continue to be true and shall not be breached.
2. If applicable, the full amount of the previous advance shall have been expended for Land acquisition, costs and discharge of any related lien.
3. All work performed and material furnished for the Project shall be in accordance with the plans and specifications for the Project and all work shall have been properly performed to the satisfaction of the Agency.
4. No event shall have occurred and no conditions shall exist that would prevent the advance from becoming a valid first mortgage lien on the Project and the Land or secured by a prior protected security interest on any other collateral mentioned in the Mortgage. If the Agency shall deem it necessary or desirable, all or part of the advance may be disbursed in escrow to a title insurance company licensed to do business in the State of New Jersey for the purpose of discharging any construction or other lien on the Project and Land or any other security mentioned in the Mortgage; and the Owner agrees to certify in writing that the foregoing conditions have been satisfied.

Section 10. Insurance; Condemnation.

During the term of the Agency Financing, the Owner shall cause all the buildings on the premises and the fixtures and articles of personal property covered by the Loan Documents to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by companies, in forms as are satisfactory to the Agency, and in amounts not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. All such insurance policies which are obtained by the Owner during the term of the loan shall fully comply with all Agency requirements for property and liability insurance, including but not limited to the Agency requirement that the insurer must meet certain rating standards. The Agency shall be listed as first mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Owner does not provide the Agency with the evidence of insurance as required herein, the Agency may (but shall not be required to) obtain such coverage. The Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed, the amount of such premiums shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain Business Income insurance covering the loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount equal to 100% of the anticipated gross rental income for one (1) year at full occupancy with no coinsurance penalty. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

Section 11. Taxes or Payments in Lieu of Taxes. Unless the Owner has received a full tax exemption for the taxes on the Project at the time the Owner takes title to the Project, the Owner covenants and agrees to pay any valid municipal taxes, payments in lieu of taxes, charges, assessments, water charges and/or sewer charges, and in default thereof the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency.

Section 12. Liens. The Owner covenants and agrees to maintain its right, title and interest in the Project and Land and all items enumerated in Section 7 of the Mortgage free and clear of all liens and security interests, except Permitted Encumbrances, those exceptions identified and set forth in title insurance commitments and title insurance commitment number 125507CD-01 issued by Surety Title Company, LLC., dated July 8, 2021, and continued to the date of this Agreement, as accepted by the Agency. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project, which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any such lien, and the Owner shall promptly reimburse the Agency for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the Principal Sum as defined in and secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency.

Section 13. Encumbrances - Sale of Project. The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues

Section 14. Maintenance, Repair and Replacement. The Owner covenants and agrees to maintain the Project and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

Following completion of construction or rehabilitation, the Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

Section 15. Advance Amortization Payments. The Owner shall not make any advance principal repayment except as allowed by the Program and Program Guidelines.

Section 16. Compliance with the Program, the Act, Agency's Regulations and Any Federal or State Subsidy Source. The Owner covenants and agrees to comply with the Program, the Act and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Program, the Act or regulations. Throughout the term of this Agreement, the Owner further covenants and agrees to comply with any and all requirements imposed upon it as a condition of any federal or state grant, subsidy or loan.

Section 17. Use of Project - Leasing. Except as otherwise expressly provided in Section 3 and 4 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely (or as otherwise may be approved by the Agency) to provide affordable housing units for a special needs population(s) under the Agency's Program.

Section 18. Consideration for Lease. The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent, plus a security deposit not in excess of one (1) month's rent to guarantee the performance of the covenants of the rent agreement or lease.

Section 19. Security Deposit The Owner covenants and agrees to deposit all moneys paid to the Owner by any resident, if any, as a security deposit for the payment of rent or other allowable charges under any use and occupancy agreement and/or lease in a separate interest bearing bank account held and maintained in accordance with applicable law.

Section 20. Account for Project Revenues/Operating Account. The Owner covenants and agrees to establish an account for Project Revenues specific to the Project. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account and all operating expenses should be paid from this account.

Section 21. Reserved

Section 22. Inspection of Premises. The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act and the Program.

Section 23. Books and Records. The Owner covenants and agrees to maintain adequate books and records of its transactions, including the social services provided to the Project's residents, with respect to the Project in the Owner's standard form. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act and the Program. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

Section 24. Management Contract. The Owner may, and if the Agency so elects, shall contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 25. Prohibited Actions. Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not with Project Revenues (as defined in Section 20 hereof), Loan disbursements or grant advances:

1. incur any liabilities, except in connection with the acquisition, rehabilitation and rental of the Project and its operation and maintenance;
2. engage in any business activity except the ownership and operation of the Project;
3. pay more than fair market value thereof for goods or services; and
4. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

Section 26. Transfers of Ownership Interests. The Owner shall not transfer or sell any interest in the Project, except in accordance with the Agency's regulations governing such transfers.

Section 27. Statutory Powers and Restrictions. The Mortgage shall be subject to the restrictions in the Act and the Program, and in connection therewith, the Agency shall have the powers set forth in the Act, the Program and the regulations now or hereafter promulgated pursuant to the Act and the Program and the Owner hereby consents to such restrictions and agrees to be

bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

Section 28. Accounting in Event of Default; Estoppel. Upon the occurrence of an Event of Default and within ten (10) business days of demand therefore by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Notes or otherwise thereunder.

Section 29. Financing Statements. The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the Mortgage.

Section 30. Assignment by Agency. The Owner hereby consents to any assignment of any Loan Document by the Agency.

Section 31. Defaults. Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than thirty (30) calendar days after the due date any installment of principal or interest on the Loan or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the Mortgage or the other Loan Documents; provided, however, that interest shall accrue on any payment made beyond its due date;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, the Mortgage or any other Loan Document, failure by the Owner to perform or observe in a timely fashion any action or covenant required by any of the terms of this Agreement, the Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;

(c) the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within sixty (60) calendar days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) calendar days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 11, or failure to maintain insurance that fully complies with the Agency insurance requirements set forth at Section 11 or in Agency insurance specifications minimum requirements, or failure to provide, immediately or no later than 30 days from notice, replacement insurance to meet Agency insurance requirements as set forth in Section 10 during the term of the First Mortgage Loan;

(f) any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;

(g) any breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, and the other Loan Documents; and

(h) failure to complete the Project.

(i) failure or refusal to acquire, rehabilitate, operate and/or maintain the Project in accordance with the Program.

The events set forth in the subsections (b) and (g) of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that after the Rehabilitation Period only, if the prohibited act, failure, or breach stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may not unreasonably withhold its consent to an extension of up to 120 calendar days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner, within the initial 30-day period and diligently pursued.

The failure of the Owner to comply with any of the provisions of Section 25 or 31 of this Agreement shall not be deemed an Event of Default hereunder unless such failure has not been corrected within a period of 60 calendar days, have actual or constructive knowledge of such failure or after the Agency's written notice to the owner, whichever is earlier.

Section 32. Remedies. Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the entire principal sum of the Mortgage together with all other liabilities of the Owner under the Note to be immediately due and payable;

(b) cease making disbursements to the Owner of any funds under the Loan or from reserves held by the Agency;

(c) apply any reserves held by the Agency or the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;

(d) foreclose the lien of the Mortgage on the Project and Land or a portion thereof, including without limitation all Improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment

of the indebtedness secured by the Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(e) pursuant to its rights under the Act and the Program, remove the Project Manager(s) after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides, it is in the best interest of the Project and Clients, hereinafter defined, the Owner shall deed the Project and Land to the Agency;

(f) take possession of the Project and Land or a portion thereof;

(g) without judicial process, collect all rents and other revenue including federal and State subsidies as the agent of the Owner (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Owner), and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Mortgage;

(h) act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(i) take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the Mortgage and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;

(j) make effective an assignment of the Architectural Contract by the Owner to the Agency, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the Architectural Contract, and at the option of the Agency to proceed with the rehabilitation of the Project, in which event all payments by the Owner made with respect to the Architectural Contract shall be treated as disbursements on the Loan;

(k) subject to Section 40 hereof, sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the Mortgage or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units;

(l) after consultation with the Owner, sue under the Architectural Contract or on a warranty to recover any amount payable to the Owner pursuant to the Architectural Contract or payable to the Owner pursuant to any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under this Agreement or the Mortgage;

(m) if the Owner commits a breach or threatens to commit a breach of any of the provisions of the Mortgages or other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy; and/or

(n) to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal balance of the Mortgages.

(o) notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 40 of this Agreement;

Section 33. Expenses Due to Default. All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the Mortgage or in exercising any other remedy provided by the Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the Mortgage.

Section 34. Burden and Benefit. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and part of the Project as housing for persons with developmental disabilities.

Section 35. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

Section 36. Remedies; Enforceability. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

Section 37. Amendments; Notices; Waivers. This Agreement and the Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, the Mortgage, or under the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement, the Mortgage, the Note, or the other Loan documents thereafter.

Any provisions of this Agreement, the Mortgage or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment of delivery or by confirmed facsimile, with a hard copy sent by certified mail, return receipt requested, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto.

Agency: **Executive Director**
 New Jersey Housing and Mortgage Finance Agency
 637 South Clinton Avenue, CN 18550
 Trenton, NJ 08650-2085

Owner: **Mary's Family Service, LLC**
 770 Woodlane Rd
 Mt Holly, NJ 08060

Managing Agent: **Oaks Integrated Care**
 Derry Holland
 770 Woodlane Rd
 Mt Holly, NJ 08060

All notices shall be deemed given when received.

Section 38. Severability. The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 39. Successors and Assigns. This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 40. Personal Liability. Notwithstanding any other provision contained in this Agreement, the other loan documents or any other document or instrument executed by the owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner, any general or limited partner, member or shareholder of the

Owner, if applicable, and its respective heirs, representatives, successors and assigns, for the payment of its obligations hereunder and under the other loan documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the mortgage and the other loan documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, member or shareholder of the Owner, if applicable and its respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the Mortgage and the other loan documents to the satisfaction of the Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the Mortgage, this Agreement and the other loan documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts and shall not apply to such amounts due to the Lender pursuant to Sections 5, 8, 9, 10, 11, 14, 33 and 47 of this Agreement.

Section 41. Reserved.

Section 42. Disclaimer of Warranties, Liability; Indemnification/Defense.

A. The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied, as to the value, condition, or fitness for particular purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify, defend and hold the Agency harmless against, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency including reasonable attorneys' fees and costs, may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contract entered into by the Owner, or arising out of the Owner's ownership of the Project or out of the construction, rehabilitation, operation or management of the Project.

B. It is mutually agreed by the Owner and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

C. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. While this statute may not be applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to any claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

Section 43. Recording. This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

Section 44. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

Section 45. Equal Opportunity and Non-Discrimination. The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 46. Counterparts

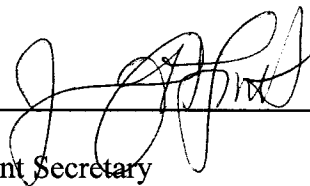
This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

Section 47. Investment Funding and Return on Investment

The Owner agrees to make an investment in the Project and Land in an amount which is not less than 20% of the total Project cost as determined by the Agency pursuant to the Act and the Program. In the event the principal sum set forth in the Agency Financing that is advanced to the Owner is determined by the Agency to exceed 80% of the total Project cost, the Owner shall reimburse the Agency an amount that would reduce the Agency Financing to 80% of the total Project cost.

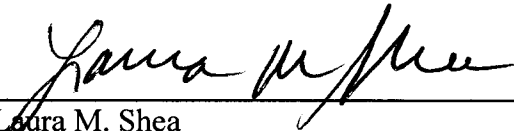
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WITNESS/ATTEST



Assistant Secretary

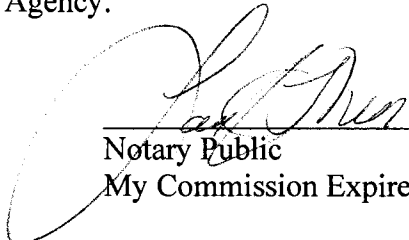
**LENDER:
NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY**

By: 

Laura M. Shea
Chief of Legal and Regulatory Affairs

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on December 6, 2021, **LAURA M. SHEA** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Notary Public
My Commission Expires: **Laura A. Theis**
Notary Public of New Jersey
My Commission Expires
January 17, 2022

This Agreement is approved as to form.
Andrew Bruck

Attorney General of the State of New Jersey

By: 

Vladimir Palma
Deputy Attorney General

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Galloway Township, Atlantic County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southeasterly line of Odessa Avenue (50 feet wide). Said point being Southwestwardly 1256.67 feet (1156 feet 8 inches) from the Southwesterly line of Liebig Street. Said beginning point also being in the division line of Lots 11 and 12, Block 476 on the Township of Galloway Tax Map, and extends; thence

- 1. Along the division line of Lots 11 and 12, said Block and Plan, Southeastwardly at right angles to Odessa Avenue, 1156.50 feet (1156 feet 6 inches) to a point in the division line of Lots 11 and 21.04, said Block and Plan; thence,**
- 2. Along said division line and the division line of Lots 11 and 21.01, said Block and Plan, Southwestwardly and parallel with Odessa Avenue, 250.00 feet to a point in the division line of Lots 10 and 11, said Block and Plan; thence,**
- 3. Along said division line, Northwestwardly at right angles to Odessa Avenue, 1156.50 feet (1156 feet 6 inches) to a point in the aforementioned Southeasterly line of Odessa Avenue; thence,**
- 4. Along said Southeasterly line of Odessa Avenue, Northeastwardly 250.00 feet to the point and place of BEGINNING.**

BEING premises No. 122 South Odessa Avenue.

BEING Block: 476, Lot: 11

GALLOWAY TOWNSHIP
MUNICIPAL BUILDING
GALLOWAY, NJ 08205
(609)652-3700 FAX (000)000-0000

Permit No. **20210846**
Control No. **46214**
Parcel(Block/Lot). **476/11**
Applic/Issued. **8/06/21 / 9/17/21**

Construction Permit

Work Site Location 122 ODESSA AVE
Owner in Fee..... **MARYS FAMILY SERVICES LLC**
Address..... 770 WOODLAND AVE SUITE 41
MT. HOLLY, NJ 08060
Phone.....

Contractor.... **MOBILITY CONSULTING & CONTI**
Address..... PO BOX 213
ADELPHIA, NJ 07710
Phone.....
Lic No.....
Fed Emp No. 222932758

Permission is hereby granted to do the following work:

- | | | | |
|--|--|--|------------------------------------|
| ☒ BUILDING | ☒ PLUMBING | ☐ DEMOLITION | ☐ ONGOING - |
| ☒ ELECTRIC | ☒ FIRE | ☐ ASBESTOS ABATEMENT | ☐ OTHER |
| ☐ ELEVATOR | ☐ MECHANICAL | ☐ LEAD HAZARD ABATEMENT | |

Description of Work:
SINGLE FAMILY HOME

Note: If construction does not commence within one (1) year of the date of issuance or if construction ceases for a period of six(6) months, this permit is Void.

Estimated Cost of Work: \$266,000

PAYMENTS * (Office Use Only)

Building	<u>\$1392</u>
Electrical	<u>935</u>
Plumbing	<u>275</u>
Fire Protection	<u>145</u>
Elevator Devices.....	<u>0</u>
Mechanical.....	<u>0</u>
State Training Fee	<u>161</u>
Certificate of Occupancy	<u>50</u>
Other	<u>0</u>
Total	<u>\$2958</u>

Check#/Cash.....	
Paid	<u>\$2958</u>
Collected By	

Total Administrative Fee: \$0

Construction Official _____ Date _____

*Failure to obtain all required inspections may result in administrative action
Final inspections are required before final payment is to be made to contractor
An approved set of plans must be kept at the worksite at all times*



Kelly Ann Dugan
856.914.2048
kdugan@capehart.com

March 16, 2021

Township of Galloway
Attn: Alexander Bauer
Zoning Official
300 E. Jimmie Leeds Road
Galloway, NJ 08205

VIA EMAIL AND REGULAR MAIL
abauer@gtnj.org

RE: Mary's Family LLC c/o Oaks Integrated Care ("Mary's Family")
122 S. Odessa Avenue; Block 476; Lot 11
Certificate of Filing #: 1988-0968.002
Our File No. 2764-13572

Dear Mr. Bauer:

Please be advised that this office represents Mary's Family LLC. As you aware, Mary's Family is the owner of a property within the Township located at 122 S. Odessa Avenue (the "Property"). The Property is located within a residential (R-5) district under the municipal zoning plan and single-family detached dwelling units are a permitted use in the R-5 zone. (See attached copy of Section 233-74(B) of Galloway Township Zoning Ordinance). Recently, an application for a Zoning Permit was submitted to your office in connection with Mary's Family's plan to construct a new residential dwelling on the Property. On March 9, 2021, your office issued a Denial of that application. (See attached copy). The Denial indicates that a Minor Site Plan application is required in connection with this matter and provides a copy of the definition of 'Site Plan, Minor' contained in Section 233-4 of the Municipal Township Zoning Ordinance. Based upon this information, it appears that there is some misunderstanding of the proposed use of the Property and the law concerning its required treatment under the Municipal Zoning Ordinance.

The proposed new dwelling will be utilized solely as a small community based residential group home for up to 4 individuals with developmental disabilities. All residents of the home will be clients of the State's Division of Developmental Disabilities. New Jersey law on the issue of group homes for the developmentally disabled is clear and unambiguous. N.J.S.A. 40:55D-66.1 provides that "Community residences for the developmentally disabled . . . shall be a **permitted use** in all residential districts of a municipality, and the **requirements therefore shall be the same as for single family dwelling units** located within such districts." (See attached copy). The last sentence of Section 233-4 of the Zoning Ordinance provides that "Individual lot applications for one- or two-dwelling-unit buildings and accessory structures **shall not** be required to obtain minor site plan approval."

Pursuant to the requirements of N.J.S.A. 40:55D-66.1, it is clear that the proposed use of the Property is a permitted use in the R-5 district and thus all requirements applied to it, including Zoning Permit and Site Plan Review requirements, must be the same as those applied to single family dwelling units. Section 233-4 of the Municipal Zoning Ordinance specifically states that applications for one unit dwellings are not required to obtain minor site plan approval.

Read together, it is clear that the Zoning Permit application must be reviewed as an application for a single family residence and that a minor site plan approval may not be required in connection therewith.

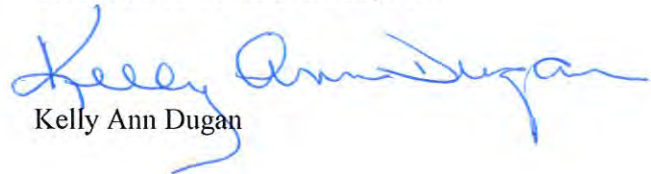
March 16, 2021

Page 2

I trust this information clears up any confusion concerning this matter and that a Zoning Permit can be issued when the application is re-submitted.

Very truly yours,

CAPEHART SCATCHARD, P.A.

A handwritten signature in blue ink, appearing to read "Kelly Ann Dugan", with a stylized flourish at the end.

Kelly Ann Dugan

KAD:kad

enclosure

cc: David Nelson, OIC (via email)

Chapter 233. Land Management

Article X. Pinelands Area Standards

§ 233-74. R5 Rural Development District.

[Amended 12-9-1986 by Ord. No. 848; 2-24-1987 by Ord. No. 854; 12-22-1987 by Ord. No. 882; 11-9-1988 by Ord. No. 932; 6-22-1993 by Ord. No. 1127; 5-9-2006 by Ord. No. 1653]

- A. Purpose. This R5 Rural Development District recognizes that there are areas within the Pinelands Area which are slightly modified from a pristine condition and are suitable for limited future development subject to strict environmental performance standards. This area is a balance of environmental and developed conditions which lies between the pristine forest area and existing developed areas. A portion of the R.5 District warrants additional protection due to its use by Great Blue Heron.

B. Uses in the R5 Rural Development District are as follows:

- (1) **Single-family detached dwelling units.** (See Table I.^[1]) Clustering of the permitted single-family detached dwellings shall be required whenever two or more units are proposed as part of a residential development in accordance with the requirements of § **233-80.1**.

[Amended 6-12-2012 by Ord. No. 1851]

[1] *Editor's Note: Table I is included at the end of this chapter.*

- (2) Agricultural uses and accessory uses thereto, including products and sales establishments, roadside sales facilities.
- (3) Seasonal signs (as defined in § **233-10F**).
- (4) Accessory uses.
- (5) Recreational facilities other than amusement parks.
- (6) Forestry.
- (7) Public and quasi-public schools and institutions of learning.

C. Conditional uses:

- (1) Single-family detached dwellings on 3.2-acre lots in accordance with the cultural housing provisions of § **233-83P** and on 1.0-acre lots in accordance with § **233-83Q**.



TOWNSHIP OF GALLOWAY

DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING BOARD ZONING BOARD OF ADJUSTMENT

300 E. JIMMIE LEEDS ROAD, GALLOWAY, NJ 08205
(609) 652-3700 EXT. 246 FAX: (609) 652-5259

DATE: **March 9, 2021**

TO: **Mary's Family LLC c/o Family Serv**
770 Woodlane Road, Suite 23
Mt Holly, NJ 08060

RE: **122 S Odessa Avenue**
Block: 476; Lot(s) 11

Current property owner,

The application for the zoning permit which was filed regarding the above property is:

- ☐ Approved; Permit #:
- ☒ Certificate of Filing #: **1988-0968.002**
- ☒ Denied; reasons listed below:

• No jurisdiction; site plan required. [NJSA 40:55D-20; §233-4, definition *Site Plan, Minor and Site Plan, Major* see below]

☐	Approval not effective and no development to be carried out until you are notified by the Pinelands Commission whether or not they will review this approval
☐	No development shall be carried out prior to the 15 day review period for final approvals*
☐	No development shall be carried out prior to the 30 day review period for preliminary approvals*
☐	Development exempt from Pinelands review—proceed to construction permit review (if required)

*Time period begins on the next business day after the date listed on this notice

Your property is located in the state Pinelands area and is subject to Pinelands Commission regulations. Under state law, the Commission has the right to review certain development applications prior to approvals being granted. If the Commission denies any application, the township's approval shall be void. [§233-85H]

Pursuant to NJSA 40:55D-72 an appeal of this decision may be made to the Galloway Township Zoning Board of Adjustment **within 20 days of your receipt of this notice**. All appeals must be in writing and filed with the Secretary of the Zoning Board of Adjustment.

Any deviation from the requirements of the township's land development ordinance is only permitted through a variance.

The township's code can be found online at: <https://ecode360.com/GA0362> (zoning is found in chapter 233; other chapters may apply).

For any questions, please email me at abauer@gtmj.org (I am only in the office on Mondays and Tuesdays from 8:30 am to 3:30 pm).

Thank you,



Alexander Bauer
Zoning Official
Township of Galloway

SITE PLAN, MINOR

A site plan of one or more lots which is not exempted from site plan review by this chapter that proposes construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or structure, or mining excavation or landfill, or clearing, grading or disturbance of any area less than 10,000 square feet for nonagricultural purposes and any change in use of any building or other structure or land or extension of use of land, including the use of land for outdoor sales of products approved off-site, whether such use is temporary or permanent. Development must not require more than 10 parking spaces as determined in accordance with § **233-11**, 15% additional building coverage and does not involve planned development, any new street, a connection with an off-site drainage system or outfall of drainage onto an adjoining property, or extension of any off-tract improvement. Individual lot applications for one- or two-dwelling-unit buildings and accessory structures shall not be required to obtain minor site plan approval.
[Added 7-8-2003 by Ord. No. 1539; amended 6-12-2007 by Ord. No. 1714]

SITE PLAN, MAJOR

Any site plan not classified as a minor site plan.
[Added 7-9-2003 by Ord. No. 1539; amended 6-12-2007 by Ord. No. 1714]



GALLOWAY TOWNSHIP

Department of Community Development
Construction, Code Enforcement, Housing, Planning, Zoning

300 East Jimmie Leeds Road, Galloway Township, N.J. 08205
(609) 652-3700 ext. 246 E-Mail: ABAUER@GTNJ.ORG

Alex Bauer
Zoning Officer

APPLICATION FOR ZONING PERMIT

\$50.00 (check, cash, money order)

Property Address: 122 S. O'Dessa Ave Block: 476 Lot: 71
Applicants Name: DAVID NELSON E-Mail address: DAVID.NELSON@
Phone Number: 609 922 4513 CAES INT'L CHART, ORG

FOR CONSTRUCTION: (CHECK ONE)

☒ New Structure, ☐ Garage, ☐ Barn, ☐ Pool, ☐ Addition, ☐ Deck, ☐ Shed,
☐ Porch, ☐ Sign, ☐ Other _____

LAND USE PERMIT:

☐ Land Use Compliance, ☐ Forestry, ☐ Other _____

SETBACK DIMENSIONS: (INDICATE SET-BACKS ON SURVEY)

FRONT 201 SIDE 115R REAR 750

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WHEN APPLICABLE:

1. Attach a copy of Pineland Certificate of Filing and DEP approval.
2. Attach a copy of Decision & Resolution from either Planning or Zoning Board.

You must submit a copy of the survey and payment with the application.
Please indicate, on the survey, the location of what you are requesting.

APPLICANTS SIGNATURE [Signature] DATE MARCH 8, 2021

Office Use Only:

Zoning Officer Approval _____ Date: _____

Zoning Officer Denial _____ Date: _____

Reason: _____

RECEIVED

PAID
[Signature]

MAR - 8 2021

GALLOWAY TOWNSHIP
CONSTRUCTION

Children and Families in accordance with rules and regulations adopted by the Commissioner of Children and Families provided, however, that no group home shall contain more than 12 children.

Adopted. L. 1975, c. 291, §53. Amended. L. 2004, c. 130, §113, effective August 27, 2004; L. 2006, c. 47, §185, effective July 11, 2006, and shall be retroactive to July 1, 2006.

40:55D-66.1. Community residences, permitted use in residential districts.

Community residences for persons with developmental disabilities, community shelters for victims of domestic violence, community residences for persons with terminal illnesses, community residences for persons with head injuries, and adult family care homes for persons who are elderly and adults with physical disabilities shall be a permitted use in all residential districts of a municipality, and the requirements therefor shall be the same as for single family dwelling units located within such districts.

Adopted. L. 1978, c. 159, §1. Amended. L. 1979, c. 338, §2; L. 1993, c. 329, §7, effective December 23, 1993; L. 1997, c. 321, §1, effective January 8, 1998; L. 2001, c. 304, §11, effective April 2, 2002; L. 2017, c. 131, §172, effective July 21, 2017.

40:55D-66.2. Definitions. As used in P.L.1978, c.159 (C.40:55D-66.1 et seq.):

a. "Community residence for persons with developmental disabilities" means any community residential facility licensed pursuant to P.L.1977, c.448 (C.30:11B-1 et seq.) providing food, shelter, and personal guidance, under such supervision as required, to not more than 15 persons with developmental disabilities or with mental illnesses, who require assistance, temporarily or permanently, in order to live in the community, and shall include, but not be limited to: group homes, halfway houses, intermediate care facilities, supervised apartment living arrangements, and hostels. Such a residence shall not be considered a health care facility within the meaning of the "Health Care Facilities Planning Act," P.L.1971, c.136 (C.26:2H-1 et al.). In the case of such a community residence housing persons with mental illness, the residence shall have been approved for a purchase of service contract or an affiliation agreement pursuant to procedures as shall be established by regulation of the Division of Mental Health and Addiction Services in the Department of Human Services. As used in P.L.1978, c.159 (C.40:55D-66.1 et seq.), "person with a developmental disability" means a person with a developmental disability as defined in section 2 of P.L.1977, c.448 (C.30:11B-2), and "person with a mental illness" means a person with a mental illness as defined in section 2 of P.L.1987, c.116 (C.30:4-27.2), but shall not include a person who has been committed after having been found not guilty of a criminal offense by reason of insanity or having been found unfit to be tried on a criminal charge.

b. "Community shelter for victims of domestic violence" means any shelter approved for a purchase of service contract and certified pursuant to standards and procedures established by regulation of the Department of Human Services pursuant to P.L.1979, c.337 (C.30:14-1 et seq.), providing food, shelter, medical care, legal assistance, personal guidance, and other services to not more than 15 persons who have been victims of domestic violence, including any children of such victims, who temporarily require shelter and assistance in order to protect their physical or psychological welfare.

c. "Community residence for persons with head injuries" means a community residential facility licensed pursuant to P.L.1977, c.448 (C.30:11B-1 et seq.) providing food, shelter, and personal guidance, under such supervision as required, to not more than 15 persons with head injuries, who require assistance, temporarily or permanently, in order to live in the community, and shall include, but not be limited to: group homes, halfway houses, supervised apartment living arrangements, and hostels. Such a residence shall not be considered a health care facility within the meaning of the "Health Care Facilities Planning Act," P.L.1971, c.136 (C.26:2H-1 et al.).

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d. "Person with head injury" means a person who has sustained an injury, illness, or traumatic changes to the skull, the brain contents, or its coverings which results in a temporary or permanent physiobiological decrease of mental, cognitive, behavioral, social, or physical functioning which causes the person to have a partial or total disability, but excluding a person with Alzheimer's disease and related disorders or other forms of dementia.

e. "Community residence for persons with terminal illnesses" means any community residential facility operated as a hospice program providing food, shelter, personal guidance, and health care services, under such supervision as required, to not more than 15 persons with terminal illnesses.

f. "Alzheimer's disease and related disorders" means a form of dementia characterized by a general loss of intellectual abilities of sufficient severity to interfere with social or occupational functioning.

g. "Dementia" means a chronic or persistent disorder of the mental processes due to organic brain disease, for which no curative treatment is available, and marked by memory disorders, changes in personality, deterioration in personal care, impaired reasoning ability, and disorientation.

Adopted. L. 1978, c. 159, §2. Amended. L. 1979, c. 338, §3; L. 1993, c. 329, §8, effective December 23, 1993; L. 1997, c. 321, §2, effective January 8, 1998; L. 2015, c. 125, §10, effective June 1, 2016; L. 2017, c. 131, §173, effective July 21, 2017.

40:55D-66.3. Severability. If any provision of this act or the application thereof to any person or circumstance is found unconstitutional, the remainder of this act and the application of such provisions to other persons or circumstances shall not be affected thereby, and to this end the provisions of this act are severable.

Adopted. L. 1978, c. 159, §3.

40:55D-66.4 through 40:55D-66.5. Repealed.

Repealed. L. 1998, c. 139, §1, effective December 11, 1998.

40:55D-66.5a. Legislative findings and declaration regarding family day care homes in residential districts. The Legislature finds and declares that:

a. With over 50 percent of working-age women now in the workforce, the need for high quality child care is of vital importance;

b. Not only does the availability of child care allow parents the peace of mind to pursue their careers and lead active, productive, professional lives, but it is also a necessity given the high cost of living in this State and the ever increasing need for families to bring home two incomes just to get by;

c. A significant number of people in this State, recognizing the tremendous need for quality child care, and who, in some cases, are already staying home caring for their own children, are providing child care services for a few additional children, thereby augmenting the supply of child care and providing a vital service that might otherwise not be available elsewhere; and

d. Given the paucity of decent, affordable child care combined with the current labor shortage in this State, it seems unreasonable to erect zoning barriers which effectively prevent the establishment of or, in some cases, continuation of, these valuable and vitally necessary family day care homes.

e. It is therefore in the public interest and a valid public policy for this Legislature to eliminate those barriers which currently exist which prevent the establishment, or continued operation of, family day care homes in residential neighborhoods.

Adopted. L. 1991, c. 278, §1, effective September 13, 1991.

40:55D-66.5b. Family day care homes as permitted use in all residential districts. a. Family day care homes shall be a permitted use in all residential districts of a municipality. The requirements for family day care homes shall be the same as for single family dwelling units located within such residential districts. Any deed restriction that would prohibit the use of a single family dwelling unit as a family day care home shall not be enforceable unless that restriction is necessary for the preservation of the health, safety, and welfare of the other residents in the